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RICHARD T. MAUGHAN
DAVIS COUNTY, UTAH RECORDER
10/08/2019 12:36 PM
FEE \$40.00 Pgs: 7
DEP RT REC'D FOR REPUBLIC TITLE OF
TEXAS

Return to: ND7S 7002-89158
Republic Title of Texas, Inc.
2626 Howell Street, 10th Floor
Dallas, Texas 75206

PREPARED BY AND
WHEN RECORDED MAIL
TO

7-Eleven, Inc.
Attn: Corporate Real Estate
3200 Hackberry Road
Irving, Texas 75063
Store #38442

PARCEL ID # 12-833-0002

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

12-838-0004 & 12-925-0001,0002
12-878-0003 & 12-935-0001,0002,0003

SWC Highway 193 & 1000 West
Syracuse, Utah
7-Eleven Location No. 38442

MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE shall evidence that there is in existence a Lease as herein described. It is executed by the parties hereto for recording purposes only as to the Lease hereinafter described, and it is not intended and shall not modify, amend, supersede or otherwise affect the terms and provisions of said Lease. Terms used but not defined herein shall have the meaning set forth in the Lease.

Name of Document (the "Lease"): Freestanding Lease
Date of Lease: August 8, 2018
Name of Landlord: CP PARTNERS, a California general partnership
Name of Tenant: 7-ELEVEN, INC., a Texas corporation
Address of Landlord: CP Partners
9512 Crossroads Drive, Suite B
Redding, CA 96003,
Attn: Clyde Greco

Address of Tenant: 7-Eleven, Inc.
Attn: Corporate Real Estate Store; #38442
3200 Hackberry Road
Irving, Texas 75063

Premises: See Exhibit A attached to the and made a part hereof.

Term Commencement Date: October 1, 2019

Initial Lease Term: Fifteen (15) years.

Option to Extend: Three (3) successive options for a period of five (5) years for each option.

Permits/Licenses: Landlord grants to Tenant the right to apply for and obtain any permits or licenses required by applicable governmental authorities necessary or desirable for Tenant to undertake any construction and/or perform maintenance, remodeling, alterations and repairs at the Premises, or to otherwise use the Premises in accordance with the terms and conditions of the Lease and Landlord agrees to execute any documents reasonably requested by Tenant in connection therewith (including without limitation if the signature of the fee owner of the property is required to apply for such permits or licenses). Landlord shall cooperate with Tenant with respect to such permits or licenses, at no out-of-pocket cost to Landlord.

Right of First Refusal Option: The Lease contains a right of first refusal option in favor of Tenant.

Signage: Tenant's signage allowed hereunder shall be referred to as "Tenant's Signage." Subject to any required governmental approvals, and subject to Landlord's approval, which shall not unreasonably be withheld, conditioned or delayed, provided that Landlord shall approve Tenant's Signage so long as Tenant's Signage is consistent with Tenant's standard signage for 7-Eleven stores in the Salt Lake City metropolitan area, Tenant may install and maintain, at its sole expense, Tenant identification and fuel pricing signage on the Premises, including, without limitation, (i) the Building front, sides and rear storefront fascia, (ii) canopy legends and (iii) any freestanding pole or monument signs, consistent with Tenant's current trade dress and standards from time to time. Tenant shall obtain, at its expense, any necessary permits prior to the installation of Tenant's Signage. Tenant's Signage shall display Tenant's federally registered service marks. Tenant may also display promotional banners and awnings in and around the Premises and parking lot in connection with its grand

opening, during the first twelve (12) months of the Term. Tenant, at its expense, shall maintain Tenant's Signage.

The purpose of this Memorandum of Lease is to give record notice of the Lease and of the rights created thereby, all of which are confirmed. A copy of the Lease is on file with Landlord and Tenant at their respective addresses set forth above.

[Remainder of page intentionally left blank]


[SIGNATURE AND ACKNOWLEDGEMENT PAGE OF LANDLORD TO MEMORANDUM OF LEASE]

WITNESS the following signatures and seals.

Attest:

CP Partners, a California general partnership

By: _____

By: 
Name: Clyde C. Grace Jr.
Its: Managing Partner
(Seal)

ACKNOWLEDGMENT


A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Shasta)

On September 6, 2019, before me, Renae Villano, Notary Public, personally appeared **CLYDE C. GRECO, JR.**, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.


RENAE VILLANO



Description of Attached Document

Title or Type of Document: Memorandum of Lease

Document Date: 8/8/18

Signer's Name:

- Individual**
- Corporate Office-Title
- Partner: Limited General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other

EXHIBIT A

Legal Description

A parcel of land being part of former Lots 1, 2, 3 and 4 of Ninigret North I Subdivision recorded August 27, 2012 as Entry No. 2682688 of the official records, located in the Southeast Quarter of Section 3, Township 4 North, Range 2 West, Salt Lake Base and Meridian, Syracuse City, Davis County, Utah, described as follows:

BEGINNING at a point on the west line of 1000 West Street, said point being South 00°06'46" West 194.05 feet along the east line of Section 3, Township 4 North, Range 2 West, Salt Lake Base and Meridian and North 89°53'14" West 50.00 feet from the East Quarter corner of said Section 3, and thence along said west line the following three courses: 1) South 00°06'46" West 329.95 feet, 2) South 89°53'14" East 12.00 feet and 3) South 00°06'46" West 545.49 feet to the northerly line of 450 South Street and a point of tangency of a 30.00 foot radius curve to the right; thence along said line the following four courses: 1) Southwesterly 47.13 feet along said curve through a central angle of 90°00'14" and a long chord of South 45°06'53" West 42.43 feet, 2) North 89°53'00" West 660.89 feet to a point of tangency of a 30.00 foot radius curve to the right, 3) Northwesterly 25.37 feet along said curve through a central angle of 48°27'32" and a long chord of North 65°39'14" West 24.62 feet to a point of reverse curvature of a 65.00 foot radius curve to the left and 4) Southwesterly 191.69 feet along said curve through a central angle of 168°58'09" and a long chord of South 54°05'27" West 129.40 feet to the north line of Lot 5, Ningret North I, a subdivision recorded August 27, 2012 as Entry No. 2682688 in Book 5593 at Page 1027 of the Davis County records; thence along said line the following three courses: 1) North 89°53'00" West 169.96 feet to a point of tangency of a 567.00 foot radius curve to the left, 2) Westerly 205.39 feet along said curve through a central angle of 20°45'16" and a long chord of South 79°44'22" West 204.27 feet and 3) South 69°21'44" West 364.80 feet to the east line of the property described in that certain Warranty Deed recorded November 03, 1982 as Entry No. 626040 in Book 919 at Page 699 of said records; thence along said line North 13°11'31" West 1,205.29 feet to a point on the south line of SR-193; thence along said line the following four courses: 1) North 87°59'13" East 368.47 feet to a point of tangency of a 7,842.50 foot radius curve to the right, 2) Easterly 299.69 feet along said curve through a central angle of 02°11'22" and a long chord of North 89°04'54" East 299.67 feet, 3) South 89°49'25" East 1,074.16 feet and 4) South 44°53'14" East 75.53 feet to the POINT OF BEGINNING. Said parcel contains 1,705,861 square feet or 39.16 acres, more or less.

"This document filed for record by Republic Title of Texas, Inc. as an accommodation only. It has not been examined as to its execution or as to its effect upon the title. No liability is assumed hereby."